

Dated: 2/27/2018



**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE**

**IN RE: DONALD ERNEST BRANDT,
Debtor-in-Possession**

**Case No. 3:16-BK-08398-MFH
Chapter 11**

**SETERUS INC., AS SERVICER FOR
FEDERAL NATIONAL MORTGAGE ASSOCIATION**

MOVANT

vs.

**DONALD ERNEST BRANDT,
Debtor-In-Possession;**

RESPONDENT

AGREED ORDER RESOLVING OBJECTIONS TO CONFIRMATION

This matter came before the Court upon the Objection to Confirmation (Docket No. 143) filed by Seterus Inc., as servicer for Federal National Mortgage Association (“Seterus” “Movant”) to the Ch. 11 Plan of Reorganization (“the Plan”). The parties have agreed, as evidenced by the signatures of counsel for the parties below, to compromise and settle the objections of Seterus. The parties agree to the following terms of payment on the following Seterus loans treated in the Debtors Plan:

1. The loan on the property known as 410-E Jack Miller Blvd, Clarksville, TN 37042 (the “Property”), Loan No. xxxx8546: New Unpaid Principal Balance (“UPB”) \$44,864.60; Interest Rate 5.50%; Principal & Interest (“P&I”) \$282.03. Payments shall be paid monthly over a period of 290 months, commencing March 1, 2018, and maturing April 1, 2042.

2. All payments shall be due on the first day of the month, with late charges assessed after the 15th day of the month, as stipulated in the original Promissory Note and Deed of Trust.
3. Except as modified herein, all rights and remedies of the parties shall be governed by the applicable Promissory Note and Deed of Trust and applicable non-bankruptcy law.
4. Seterus shall have relief upon confirmation of the Chapter 11 Plan. If Debtor shall default subsequent to confirmation by failing to comply with any provision of this Agreed Order Seterus may proceed with state remedies under the Deed of Trust, such as, but not limited to foreclosure. Movant, or its assigns, are under no obligation to re-open the bankruptcy, if closed, to effectuate its state remedies due to default.
5. The Debtor shall be solely responsible for the payment of taxes and insurance on the Property. Any failure to maintain adequate insurance or timely pay outstanding taxes on said Property shall be considered a default under this Agreed Order.
6. This Agreed Order constitutes as an accept ballot from Seterus towards the Chapter 11 Plan of Reorganization.
7. The above terms shall be made a part of the Chapter 11 Plan and the terms shall be effective upon the date of Confirmation of the Chapter 11 Plan.

The Court, having considered the foregoing agreement between the Movant and Debtor, and finding the agreement to be in the best interest of the Debtor, the estate, and the Movant, does hereby

ORDER that the foregoing agreement is adopted in this case.

Approved for entry:

/s/ Michael G. Clifford
Michael G. Clifford, No. 28691

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This Order has been electronically
signed. The Judge's signature and
Court's seal appear at the top of the
first page.
United States Bankruptcy Court.